

# **EXHIBIT 2**

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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

-----x  
IN RE GOOGLE PLAY STORE Case No.  
ANTITRUST LITIGATION 3:21-md-02981-JD

THIS DOCUMENT RELATES TO:  
Epic Games Inc. v. Google LLC, et al.,  
Case No: 3:20-cv-05671-JD

In re Google Play Consumer  
Antitrust Litigation,  
Case No: 3:20-cv-05761-JD

In re Google Play Developer  
Antitrust Litigation,  
Case No: 3:20-cv-05792-JD

State of Utah, et al.,  
v. Google LLC, et al.,  
Case No: 3:21-cv-05227-JD

-----x  
\*HIGHLY CONFIDENTIAL - UNDER PROTECTIVE ORDER\*

REMOTE VIDEOTAPED DEPOSITION BY VIRTUAL ZOOM OF  
SAMEER SAMAT  
Wednesday, February 2, 2022

Reported By: Lynne Ledanois, CSR 6811

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1           Lewis and in-house for Google is  
2           Alex Zbrozek. We represent Google  
3           and the witness today.

4  
5                               SAMEER SAMAT,  
6           having been duly sworn, testified as follow  
7                               EXAMINATION

8  
9   BY MR. SUMMERS:

10           Q       Good morning, Mr. Samat. My  
11           name is Glen Summers. As you may have  
12           just heard, I'm with the firm Bartlit  
13           Beck and I'm one of the lawyers  
14           representing the consumer class. I'll  
15           be starting the questioning today and  
16           then others will follow along.

17                       What is your current  
18           position at Google?

19           A       First, it's nice to meet  
20           you, Mr. Summers.

21                       My current position at  
22           Google is vice president of product  
23           management.

24           Q       That's specifically for  
25           Google Play?

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1       them separately only because the  
2       consumer proposition is different and  
3       we made a number of enhancements to  
4       the product.

5               But I'm happy to answer  
6       questions for you to the best of my  
7       ability on Android Market or Google  
8       Play.

9           Q       Great. We'll do our best.

10               As I understand it -- I want  
11       to talk about some of the contracts  
12       that relate to the Google Play  
13       business.

14               As I understand it, from OEM  
15       to preload, the Google apps notice,  
16       the GMS suite or GMS 4, the OEM has to  
17       enter into a mobile application  
18       distribution agreement, MADA; is that  
19       correct?

20           A       If an OEM wants to preload a  
21       core set of Google applications, then  
22       we do have a licensing agreement for  
23       that which is known as MADA, yes.

24           Q       And they have to enter into  
25       the MADA or they don't get the license

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1 to the GMS apps; correct?

2 A Well, we have a -- just to  
3 make sure that we're talking about the  
4 same thing here, and you can correct  
5 me if I'm not answering your question.

6 But they can use Android  
7 without a problem -- without any  
8 license, excuse me. And if they want  
9 to load -- if they want to have Google  
10 services on those devices, they need  
11 to enter into a license agreement with  
12 us and they also need to ensure that  
13 their device meets a certain level of  
14 security requirement and other  
15 compliance -- excuse me, not  
16 compliance but --

17 Q Sir, sir, sir. I need you  
18 to stop going off in areas that I'm  
19 not inquiring about.

20 We're going to end up having  
21 to terminate the deposition or resume  
22 it. I need you to focus on my  
23 questions, please.

24 The agreement is called a  
25 MADA; correct?